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#### Contract Database Metadata Elements

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Caledonia-Mumford Central School  
District And Caledonia-Mumford  
Teachers Assn

77 SD  
2390 TA

**AGREEMENT BETWEEN THE**  
**CALEDONIA-MUMFORD TEACHERS ASSOCIATION**  
**AND**  
**CALEDONIA-MUMFORD CENTRAL SCHOOL DISTRICT**  
**July 1, 1998 - June 30, 2001**

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## **PREAMBLE**

This agreement entered into by and between the Board of Education of Central School District No. 1, Towns of Caledonia, Livingston County; Wheatland, Chili, and Riga, Monroe County; and LeRoy, Genesee County; hereinafter called the "Board" and the Caledonia-Mumford Teachers Association, hereinafter called the "Association".

The Board and The Association firmly believe that the primary function of the Board, the Administration, the teachers and all other employees of the Central School District is to provide each child attending the district school with the type of educational opportunity which is best suited to his individual abilities and which will best equip each child to utilize his abilities to the greatest extent possible in later life.

The Board and the Association further recognize that the Board is the legally constituted body responsible for policy enactment under the laws of the State of New York, and that this responsibility which has been vested in the Board by the voters cannot be delegated, negotiated or reduced.

Finally, the Board and the Association believe that the objectives of the Central School District's educational programs can be realized to the highest degree when mutual understanding, cooperation and effective communications exist between the Board, the Administration and the Staff.

I. RECOGNITION

A. Nature and Terms

The Board of the Caledonia-Mumford Central School District does hereby define the following unit of employees for the purpose of collective negotiations and the settlement of grievances:

Included: All regularly employed classroom teachers requiring certification by the New York State Education Department, inclusive of kindergarten teacher(s), elementary teacher(s), secondary teacher(s), school librarian(s), school nurse(s), guidance counselor(s), reading coordinator(s), school psychologist(s), speech therapist(s), physical education teacher(s), music teacher(s), art teacher(s), home & careers teacher(s), technology teacher(s), temporary teachers who shall be defined as substitute teachers who are employed to replace teachers who are on leaves but are expected to return, language, special education, remedial math, remedial reading, teaching assistant(s). Temporary teachers shall be further defined as substitute teachers who are employed in the same position for a semester or more. Also included are any other regularly employed special area classroom teachers. Teachers shall be defined throughout this contract as all those in this category.

Excluded: Superintendent, Administrative Assistant for Business, Business Manager, Building Principal(s), Assistant Principal(s), Director(s), Supervisor(s), and any other employee(s) requiring administrative or supervisory certification by the New York State Education Department. All casual and substitute persons are excluded as are summer school teacher(s), adult education teacher(s), teacher aide(s) and other paraprofessionals. Also excluded are all other employees.

As exclusive negotiating agent, the Association agrees that it will accept into voluntary membership all employees in the unit as defined without regard to race, color, creed, national origin, sex or marital status or affiliation with other teachers' organizations.

The Board agrees that it will not negotiate with any other organization relative to the employees in the unit defined above, other than the Association, for the duration of this Agreement.

B. Evidence of Recognition

This recognition shall remain in full force and effect for the maximum period defined in Section 208c of the Law, provided that the Association submits to the Board satisfactory evidence that it continues to represent the majority of the employees in the unit. Such evidence shall be submitted on or before January 1<sup>st</sup> and shall consist of one of the following:

1. Signed current designation cards on permanent file with the District Clerk, OR
2. A signed and notarized affidavit from a responsible third party indicating that he has seen and counted current designation cards from a specified number of employees in the unit as defined above.

C. No Strike Provision

Pursuant to the requirements of Section 207 (3b) of the Public Employees' Fair Employment Act, and in consideration of the terms and conditions of this Agreement, the Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such a strike.

D. Academic Freedom

The teachers as individuals and through their committees and departments will be responsible for determining when and how to deal with current public issues according to the maturity and need of students with the policies of the Board.

E. Dues Deduction

The Board agrees to such deductions from the salaries of its employees for dues of the Caledonia-Mumford Teachers Association. Authorization must be individual and on a form provided by the Association. No later than ten days (10) prior to the third pay period, the Association will submit a list of members for whom dues shall be deducted and authorization cards for those who do not have cards on file.

The Association shall also certify the amount of dues to be deducted for each organization involved for the current fiscal year. Deductions will commence with the third pay period and continue in ten (10) equal installments.

Employees who leave the District prior to completion of payment of dues shall have the remaining amount owed the respective associations deducted from their final paycheck.

II. NEGOTIATION PROCEDURE

A. Time and Scope of Negotiations

1. No later than February 1<sup>st</sup> of the year in which the contract expires, the parties will enter into good faith negotiations over a successor agreement covering the following school year. If such an agreement is not concluded by May 1<sup>st</sup>, either party may request the use of mediation. Such mediation will be governed by the provisions of Section 209 of the Civil Service Law.
2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party and each party may select its representative from within or outside the school district. While no final agreement shall be executed without the ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

B. Availability of Financial and Budgetary Information

The Association shall receive the minutes on record of the Board of Education.

C. Local Impasse, Processing and Appeal to P.E.R.B.

In the event that the Board and the Association have failed to achieve an agreement, either the Board or the Association may notify PERB in writing of the existence of an impasse. One copy of the notification shall be filed with PERB and another shall be served upon all other parties to the negotiations. Such notification shall specify:

1. The name, affiliation, if any, and address of the person issuing the notification.
2. The names and addresses of the other parties to the negotiations.
3. A statement that the Association involved is either certified or recognized.
4. A clear and concise statement of any other relevant facts.

D. Alterations, Changes and Additions

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

### III. GRIEVANCE PROCEDURE

#### A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit and/or the Association may present grievances free from coercion, interference, restraint, discrimination or reprisals, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

#### B. Definitions

1. A Grievance is a complaint by an employee of any alleged violation of any of the specific terms and conditions of the agreement between an employer and its employees.
2. The term Supervisor shall mean any Building Principal responsible for the area in which an alleged grievance arises.
3. The Chief Officer is the Superintendent of the District.
4. Association shall mean the Caledonia-Mumford Teachers Association.
5. Aggrieved Party shall mean the Association and/or any person or group of people in the negotiating unit filing a grievance.
6. Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
7. Hearing Officer shall mean any individual or Board charged with the duty of rendering decisions at any stage on grievances hereunder.

#### C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the lowest possible administrative level is encouraged.
2. A teacher shall have the right to be represented, or not to be represented, by the Association.
3. Each party shall have the right at reasonable times to all written statements or records pertaining to the grievance.
4. All grievance hearings shall be confidential and all documents, communications and records dealing with the grievance shall be filed separately from the personnel files of the participants. Except that the final record of settlement relating to discipline and/or discharge may be filed in the employee's official personnel file.
5. All reasonable efforts will be made to avoid interruptions of classroom activity and to avoid involvement of students in any phase of the grievance procedure.



6. Nothing contained herein will be construed as limiting the right of any teacher to discuss the matter informally with appropriate members of the administration and having the grievance informally adjusted provided that the adjustment is not in violation of the terms of this Agreement and that the Association has been given an opportunity to present its views on the grievance.
7. The Chief Officer shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all steps and all written decisions. The official grievance record shall be available for inspection or copying by the teacher and the Board, but shall not be deemed public record.

D. Time Limits

1. All grievances must be reduced to writing under the grievance procedure within fifteen (15) school *business* days of their occurrence or they shall be considered waived.
2. A grievance which is not answered within the time limits specified for the specific step of the procedure may be appealed to the next step of the procedure within the time which would have been allotted had the decision been communicated by the final day.
3. A grievance shall be considered settled on the basis of the last answer rendered unless appealed to the next step in these procedures within the time limits specified.

E. Procedures

1. Step One - Supervisor

- a. The aggrieved party will discuss the grievance with his Supervisor with the objective of resolving the matter informally. The Supervisor, after investigating the facts related to the grievance, shall render his decision orally within five (5) school business days of the meeting.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisor. Within five (5) school business days after the written grievance is presented to him, the Supervisor shall render a decision thereon in writing to the aggrieved party with a copy to the Association.

2. Step Two - Chief Officer

- a. If the aggrieved party and the Association are not satisfied with the written decision at Step One, a written appeal of said decision may be filed within ten (10) school business days after the issuance of the Step One decision. Copies of the grievance and of the written decision shall be submitted with this appeal.
- b. Within five (5) school business days of receipt of the appeal, the Chief Officer shall establish a meeting time for the grievance, such meeting to take place no later than ten (10) school business days after receipt of the appeal.
- c. The Chief Officer shall render his decision within five (5) school business days after the meeting. Such decision shall be in writing with copies to the aggrieved party and the Association.

3. Step Three - Board of Education

- a. If the aggrieved party and the Association are not satisfied with the decision rendered at Step Two, a written request for a meeting may be filed with the Board within five (5) school business days after receipt of the Chief Officer's answer.
- b. The Chief Officer shall submit all written documents pertaining to the grievance to the Board.
- c. The board shall notify all parties of a time and place when a meeting in Executive Session shall be held. Whenever possible, the meeting shall be within ten (10) school business days of receipt of the request.
- d. The Board shall render its decision within ten (10) school business days of the meeting. Such decision shall be in writing and shall be submitted to the aggrieved party and the Association.
- e. The grievance shall be considered settled on the basis of the answer provided above, except that:
  - (1) It is understood that a decision by the Board relative to a grievance involving the interpretation and administration of Federal or State Law may be appealed to the Commissioner of Education if such appeal is provided under the Law.
  - (2) A decision by the Board relative to a grievance involving the interpretation and administration of this Agreement may be appealed through the arbitration procedure outlined below.

4. Step Four - Arbitration

- a. If the teacher and the Association are not satisfied with the decision at Step 3, the grievance may be submitted to arbitration by a written demand for arbitration served upon the Clerk of the Board of Education within ten (10) school days of the decision at Step 3.
- b. Within five (5) school days after such written demand of arbitration, a request for a list of arbitrators will be made to the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association with regard to the selection of the arbitrator.
- c. Submission of a grievance at this stage shall constitute the sole means for resolving the grievance. All other courses of action or remedies, with exception of a negotiated settlement, shall be barred. Election of an alternative course of action or remedy prior to the submission of the grievance at this stage shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.
- d. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days, or as otherwise mutually agreed upon, from the date of the close of the proceeding. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issue(s) submitted by the parties.
- e. The authority of the arbitrator shall be limited to an interpretation of the provisions of the agreement as they apply to the grievance before the arbitrator, and the arbitrator shall have no power or authority to add to, subtract from, or alter in any way, any of the provisions of this agreement.
- f. No decision of the arbitrator shall create the basis for retroactive adjustment in any other case.
- g. The decision of the arbitrator shall be final and binding upon all parties. The fees and expenses of the arbitrator shall be borne equally by the parties. Each

party bears its own costs associated with grievance administration and arbitration.

#### IV. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

##### A. Requests

All requests for travel and attendance at a meeting involving expenses which are reimbursable by the Board of Education must be approved, rejected or clarification requested by the Building Principal and Superintendent within ten (10) school days of receipt of the request by the Building Principal.

##### B. Expense Allowance and Payment Procedures

Personnel must pay all costs of their trip out of personal funds, unless the program has a tuition or registration fee which may be paid directly by the Board of Education. Reimbursement for expenses will be made on the basis of approved items listed on a voucher submitted to the Board of Education at a regular meeting following the trip. No payments will be made in advance to the teacher. Vouchers must be submitted at least five (5) school days prior to the Board meeting and reimbursement will be made within ten (10) school days of Board approval.

##### C. Travel Regulations

1. Itemized receipts are necessary for hotel lodging, thruway fees, parking charges, public transportation and registration fees. Failure to provide these receipts will result in the loss of reimbursement. The State Department of Audit and Control demands these receipts as proof of participation.
2. When travel is to a point within 250 miles of Caledonia, transportation should be by personal vehicle. For destinations further than 250 miles from Caledonia, transportation should be by air. Transportation by personal car shall be reimbursed on a per mile basis at the maximum allowable IRS rate. All transportation should be arranged by the district, in a manner that is most cost effective to the district.

#### V. TEACHER PROTECTION AND STUDENT DISCIPLINE

##### A. Teacher Protection and Reports

- 1.a. No tenured teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause, in accordance with Section 3020.A. of Education Law with regards to employee discipline and discharge.
- 1.b. The District will abide by Section 3031 of Education Law (fair dismissal law) in regards to probationary teachers.
2. A teacher will report, in writing, within 72 hours, all cases of assault and/or battery, or five school business days in the case of sexual harassment/abuse suffered by them in connection with their employment to their building principal or immediate supervisor. A copy of this report will also be forwarded to the Superintendent and to the President of the Association.
3. Each teacher is charged with maintaining order and discipline in their particular classroom and/or the area of their teaching assignment and with reporting the names of those students or persons who are disruptive, abusive in their language or acting in a threatening manner to other students, to the main office.

VI. TEXTBOOKS AND SUPPLIES

A. Recommendations

Teachers will have the right to make recommendations in the selection of textbooks, supplementary materials and classroom supplies for their department or grade level.

VII. TEACHER EVALUATION AND RECORDS

A. Secret Monitoring or Observing Prohibited

All monitoring or observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher. The use of public address or audio systems and similar surveillance devices shall not be used for this purpose.

B. Personnel Evaluating

1. The chief purpose of the evaluation of the teaching staff shall be:

- a. to maintain quality education for children
- b. to promote the continuing development of educational goals
- c. to maintain a highly qualified, competent staff

To further these purposes, the supervisory personnel responsible for the evaluation of teachers shall acknowledge the right of the teacher to:

- a. question how well he/she is performing the duties and responsibilities of his/her position.
- b. Question the areas in which improvement is needed.
- c. Have candid appraisal of his/her work.
- d. Discuss his/her evaluation reports with his/her supervisor.
- e. Seek and receive supervisory assistance where needed and available.

2. The following procedure for evaluation will be adhered to:

- a. The number of formal observations will vary according to the individual teacher's tenure status and to factors related to his growth. A teacher's request for additional observations would always be considered.
- b. Non-tenure teachers shall be observed at least twice per year with at least one observation between the 4<sup>th</sup> and 10<sup>th</sup> weeks of the school year. The final observation is to be completed prior to April 15.
- c. Each formal observation will be preceded by a preconference at which the teacher's plans are to be briefly discussed. A formal classroom observation will be followed within ten full days by a post-conference during which observations and evaluations will be discussed. The written report of the observation and evaluation will be given to the teacher one day before the conference and is to be signed by both the evaluator and the teacher, with the express understanding that such signature in no way indicates agreement with the contents. The teacher will also have the right to submit a written answer to such material and attach it to the file copy.
- d. No formal observation of a non-tenured teacher will take place during the first four-week period of the first semester of that course.

3. The parties agree that an equitable method of teacher evaluation should be developed by a joint faculty/board/administration committee.

C. Review of Personnel File

Teachers have the right, upon request, to review the contents of their personnel files and to make copies of any documents in it with a District representative present. A teacher will be entitled to have a representative of the Association accompany him during such review, and to note the date of such review.

Only the employee and authorized personnel will have access to a personnel file.

VIII. EXCUSED ABSENCES

A. Sick Leave

1. Absence of a teacher from duty during the period of September 1<sup>st</sup> to June 30<sup>th</sup>, on any school day, of any school year resulting from personal accident other than in other employment, or personal illness, shall be considered "Sick Leave of Absence."
2. Effective September 1, 1971 and on each anniversary date thereafter, each teacher shall be credited with ten (10) days sick leave with full pay. Effective July 1, 1989, and on each anniversary date thereafter, each teacher shall be credited with eleven (11) days of sick leave with full pay. To the extent not used, sick leave credit shall be cumulative from year to year during the term of employment, including any sick leave accumulated through August 31, 1971.
3. Teachers unable to attend to their school duties for any of the above reasons, or otherwise, shall notify the Building Principal or his designee by 7:00 a.m. at the latest, stating the probable duration of their absence, so that arrangements may be made to obtain a substitute.
4. Any teacher whose personal illness extends beyond the period of accumulated sick leave may be able to apply to a sick leave bank.
- 4.a. The Board will allow a transfer of up to ten days sick leave of any teacher volunteering to do so to another teacher out of the donating teacher's accumulated sick leave. The Board may allow additional sick leave transfers from other volunteers if the ill person exhausts the first transfer of sick leave. Transfer shall be made from one donor at a time, in sequence as donated. Unused donated days remain with the donor. A committee made up of administration, Board and CMTA representatives will meet to set up policies/guidelines concerning sick leave transfer.
5. At the beginning of school in September, each teacher shall be informed of his/her accumulated sick leave as of the end of the previous school year.

B. Accumulating Sick and Personal Leave

1. Unused personal business days will accumulate to four. Whenever a teacher has any unused personal business days, they will be accumulated as sick leave time.
2. Whenever a teacher has not used any of his eleven (11) sick days nor any of his three (3) personal business days, a bonus of two (2) days will also be accumulated each year as sick leave time.

C. Personal Days

1. Three personal days are made available to the teaching personnel of the District by the Board of Education in recognition of the fact that many events and circumstances arise in which the teacher has no recourse for postponement.
2. Teaching personnel wishing to request a personal day must submit such a request a week in advance of the date desired, other than in a matter of emergency.
3. Employees will be given the option of using one personal leave day either before or after the following holidays/school break: Thanksgiving, Christmas, February break, Easter.

This option is limited to six (6) employees per holiday/school break and no employee may use this option more than once per school year.

In the event that more than six (6) employees request the same holiday/school break, seniority will be used to determine the six (6) employees.

Any employee who selects this option will also be charged one sick leave day in addition to the personal day used.

4. Personal Days shall not be granted as follows:
  - a. on or during the day before or after paid holidays, except as permitted in Paragraph VIII.C3 above.
  - b. On or during the day before or after scheduled recesses, except as permitted in Paragraph VIII.C3 above.
  - c. On or during the day before or after teacher conference days
  - d. On or during the first two weeks or the last two weeks that school is in session except for religious holidays.
  - e. Except there shall be reasons that the Superintendent of Schools deems appropriate.

D. Staff Development Days

Teachers will be given a minimum of one day per year to attend a program or conference of their choice at the discretion of the building principal. Upon return a written report will be presented to the appropriate staff and principal.

E. Family Illness

In case of an accident or illness in the immediate family (father, mother, spouse, dependent child and other person occupying a close familial relationship and residing in the same household), making it impossible for an employee to report to duty, pay will be allowed to a maximum of 5 days per school year, 1/2 deducted from sick time.

F. Bereavement Leave

When a death occurs in a teacher's immediate family, a leave up to a maximum of four days will be extended to that teacher with no loss of pay. Members of the immediate family are considered to be parents, husband or wife, children, brothers, sisters, grandparents and all in-laws. Any other than the above will be at the discretion of the Superintendent.

In the event of death of close relatives (cousins, uncles, aunts) or other person occupying a close familial relationship, the time required for attending the funeral will be granted at the discretion of the Superintendent at no loss of pay. This time shall not exceed two full days.

## IX. EXTENDED LEAVE OF ABSENCE

### A. Military Leave

A unit employee shall be paid his normal wage or salary for any and all periods of absence while engaged in the performance of ordered military duty, and while going to and returning from such duty, not exceeding a total of thirty (30) days or twenty-two (22) working days, whichever is greater, in any one calendar year and not exceeding thirty (30) days or twenty-two (22) working days, whichever is greater, in any one continuous period of such absence.

### B. Extended Leave

1. An extended leave of absence without pay may be granted upon submission of a written request by any tenured teacher for a period not to exceed one calendar year upon approval of the Board of Education. An additional extended leave of up to one year may be granted upon written request to the Board of Education.
2. Failure of a teacher to return to their position as per this provision or a mutually agreed date shall be judged the basis for terminating their appointment unless the administration is notified in writing by at least April 1<sup>st</sup> preceding the September opening of school.

### C. Family Leave

A family leave without pay may be granted upon submission of a written request by any teacher whether tenured or probationary for a period not to exceed one calendar year upon approval of the Board of Education.

## X. SABBATICAL LEAVE

A sabbatical leave policy is viewed by the Board of Education as a desirable practice both for the school system and for the teacher; consequently the following policy will be in effect in the Caledonia-Mumford Central School system.

1. Regularly appointed teachers who have served for seven years may, upon the recommendation of the Superintendent, and with the approval of the Board of Education, be granted leave of absence for study or travel. Applicants desiring sabbatical leave must file an application for such leave with the Superintendent by January 15<sup>th</sup> for presentation to the Board of Education at their February meeting. This request must contain a definite purpose for which such leave is desired. If the request is for travel, a plan of the travel must be submitted, stating specific objectives which are to be sought through such travel, and indicating the school system or institutions to be studied. This travel should be planned in conjunction with a University and should be a part of a graduate program of studies. If the request is for study leave, the statement must include the institution at which the individual plans to study and the courses to be pursued.
2. Those people who are granted a sabbatical leave of absence are required to report once each semester to the Superintendent during such absence, indicating the extent of the study of school systems either at home or abroad in the case of a sabbatical leave for travel, or the nature of the courses taken at a university, and application of these courses to the work of the individual concerned in the case of leave for study.
3. Applicant must file with the District Clerk as an agent of the Board, a written agreement to remain in the service of the Board for three years after the expiration of the Sabbatical Leave, or in the case of their resignation within three years, to refund to the Caledonia-Mumford Central School District such portion of the salary paid during the leave of absence as the unexpired portion of three years shall bear to the period.

4. Sabbatical leave shall be for not less than nor more than one year unless additional time is required, up to one year, as a doctoral candidate, such to be approved by the Superintendent and the Board and be without remuneration. After receiving a sabbatical leave, a teacher would not again be eligible until after another seven year period.
5. A teacher on sabbatical leave will receive 50% for one complete school year of their teaching salary.
6. At no time should over one (1) teacher regularly employed be on a sabbatical leave of absence. Selections for such leave would be made upon the following criteria:
  - a. Length of service, preference being given to those longest in the system.
  - b. Nature of service, provision being made that the benefits of such leave of absence shall be distributed equally or fairly as possible among the grade and the high school teachers.
  - c. Nature of sabbatical leave plans which involves greatest self improvement and greatest benefit to the school system.
7. Regular salary increments shall be given for the time of leave the same as for regular services to the school.
8. Staff members while on sabbatical leave may not be paid by any other school, government body, institution, government association, etc.
9. Leaves will not be granted for the purpose of studying for a trade or another profession.
10. Staff members carrying on outside activities for pay during the regular school year may continue them but these activities should not be expanded in any way during the period of leave.
11. The requirements for formal study for a full year leave would be a minimum of twenty (20) hours and maximum of thirty (30) hours class load.
12. The courses studied must be (1) in teacher's own field of work or (b) closely related fields, i.e. math and science.

#### XI. SPECIALISTS, SPECIAL PROGRAMS, SPECIAL RESOURCES

In order to be equipped to meet the ever-changing and increasing complexity of everyday life, educational facilities must be geared to meet current demands. The district will endeavor to make available the following:

- A. Personnel
  1. Remedial Reading
  2. Remedial Math
  3. Technology/Computer/Audio-Visual
  4. ISS Monitor
- B. Special Programs
  1. Curriculum Writing (summer)
- C. Special Resources
  1. A-V Construction Materials
  2. Field Trips



## XII. USE OF SCHOOL FACILITIES

### A. Association's Use of Buildings

The Association will have the right to use the school buildings without cost at agreed time for meetings.

### B. Announcements

Announcements of Association meetings will be made over the public address system noting the date, time and place of meetings.

## XIII. TEACHING HOURS AND TEACHING LOAD

### A. Teacher's Work Day

The teacher's scheduled work day shall not exceed seven and one-half (7 1/2) hours. Teachers shall not be required to remain longer other than for regularly scheduled faculty meetings called by the Building Principal. Such meetings, when called, shall be limited to two (2) per month of no longer duration than one and one-half (1 1/2) hours. The Association recognizes the desirability and need for teachers to be available before and after student hours at the professional discretion of the teacher.

### B. Lunch Period

Each teacher shall have a thirty (30) minute duty-free lunch period daily. Such time shall be in addition to any scheduled planning, preparation or released time around the lunch period.

### C. Preparation Time

1. All teachers shall have a 42-minute preparation time per day.
2. Preparation time shall be during the students' normal day. The students' normal day for Kindergarten through 5<sup>th</sup> grade will begin at 8:15 a.m.
3. One mid-year conference day will be dedicated to morning staff meetings and afternoon conferences.

### D. Teaching Assignments

1. Teaching assignments for the next school year will be made available to all teachers by May 31. Such assignments will be determined on the basis of professional goals, qualifications, and upon recommendation of the building administrator. If the tentative schedule of any teacher must be changed after the current school year has ended, the appropriate administrator shall discuss such change with the teacher involved. If the teacher is unavailable, the notification of change will be made in writing through registered mail. Any change in assignment of tenured teachers will be subject to review if requested. If a request is made, justification will be made in writing by the administrator to the teacher, the superintendent, and the Board of Education.
2. Assignments for extra-curricular appointments will be discussed with each teacher presently involved prior to the end of June. Any appointment will be noted on the contract as an addition to the teacher's base salary.

### E. Department Heads

The Board of Education shall endeavor to provide each department or grade with a paid department chairperson as shown in Section XXII.

F. Record Keeping

A clerk will be provided in the Elementary School to relieve the classroom teachers of as much record keeping as possible. This involves entering test information in permanent folders and test records.

G. Parent-Teacher Conference

A day will be provided in the Elementary School for parent-teacher conferences to be held at the ten and thirty week marking period. This day shall be reported as a Superintendent's Conference Day. Kindergarten teachers who are assigned two sessions of half day duration, shall be given one additional half day for Parent-Teacher Conferences by utilizing a substitute for that period of time.

The Elementary School parent-teacher conference at the 30 week marking period shall be used for half-day morning grade level meetings developed by teachers and half-day afternoon parent-teacher conferences.

H. Teaching Vacancies

Any full-time teacher presently in the bargaining unit, who possesses the needed certification for the vacancy may make a request to transfer to the appropriate administrator. Any denial of transfer of tenured teachers will be subject to review, if requested. Should the vacancy occur during the school year, any teacher awarded the vacancy will remain in his/her current position for the completion of the current school year but be entitled to the vacant position at the next school year. If the vacancy occurs during a summer vacation, the notice of said vacancy shall be mailed to the home address of the association president.

I. Teacher Absences

In the absence of any full time teacher or librarian, every possible effort will be made for a substitute to be provided for a full or partial day.

J. Teacher Tardiness

Teachers who are going to be tardy in arriving at school should call the main office.

All teachers will be permitted three unexcused cases of tardiness at which time they will be warned by their Building Principal of their failure to meet their teaching responsibilities. After these three cases of tardiness, any future unexcused tardiness will be filed in the employee's personnel file.

XIV. CLASS SIZE

The Board and Association agree that large class sizes and pupil-teacher ratio may be adverse to effective education. The parties further agree that insofar as funds and facilities are available, the highest priority will go to reducing regular class sizes and teacher-pupil ratios where these numbers exceed educationally sound approaches to the learning experiences of students. In the event that class sizes become excessive in number, the principal will meet with the teachers involved to discuss alternative patterns of student grouping or staffing.

## XV. TEACHER EMPLOYMENT

### A. Prior Experience Credit

1. Annual salary increments will be granted each year as indicated in the published schedule.
2. Upon being hired, service steps and increments will be granted to new teachers in the district for service prior to employment in the District in conformance with Board policy up to at least three years of credit unless there are unusual circumstances in which case the Board of Education is free to negotiate with the teacher. Unusual circumstances would mean securing a teacher whose special skills are desired by CMCS but in no case should the teacher be credited with a salary in excess of his/her actual years of service.

### B. Procedures for Determining Seniority, Tenure Area and Order of Layoff

1. Unit Members' Substantive Rights. Teachers' seniority, tenure areas and order of layoff or reduction of services shall be as prescribed by the Education Law, Rules of the Board of Regents, and the decisional law thereunder. Nothing in this article shall be construed as granting, modifying or withdrawing any such rights, except that such rights shall be asserted only pursuant to the following procedures, and any other procedures are hereby waived.
2. Seniority List. On or about November 1st of each year, the district shall promulgate a list which ranks unit members in order of seniority in respective tenure areas. Copies of the list shall be posted in every school building and provided to the union.
3. Procedure for Objecting to Determination of Seniority or Tenure Area. Any teacher may object that his or her placement on the seniority list was contrary to the Education Law, Rules of the Board of Regents, and/or the decisional law thereunder, by filing "Seniority List Objection" with the Superintendent of Schools within two (2) weeks after the date of posting of the list. Any such objection shall thereafter be asserted only in accordance with the procedures prescribed in Section 5 of this article.
4. Procedure for Objecting to Reduction or Termination of Services. Any teacher may object that the District's decision to reduce or terminate his or her services was contrary to the Education Law, Rules of the Board of Regents, and/or the decisional law thereunder, by filing a "Reduction/Termination Objection" with the Superintendent of Schools within two (2) weeks after the date he or she is notified of such reduction or termination; provided, however, that a teacher may not object to the District's determination of his or her seniority of tenure area with a "Reduction/Termination Objection", but only with a "Seniority List Objection" filed in accordance with Section 3 of this article. A "Reduction/Termination Objection" shall thereafter be asserted in accordance with Section 5 hereof.
5. Objection Procedures.
  - a. The Superintendent of Schools shall decide upon an objection within two (2) weeks after such objection is filed, or else it shall be deemed to have been constructively denied.
  - b. If the objection is upheld in whole or part, all other teachers in an affected tenure area shall be notified and be given two (2) weeks to file an "Intervening Objection" with the Superintendent of Schools. Thereafter, any such "intervening objection;" shall be asserted in accordance with paragraphs (a), (c), (d), (e), and (f) of this section.
  - c. If any objection is not resolved to a teacher's satisfaction, the union may arbitrate the said objection in accordance with the Expedited Labor Arbitration

Rules of the American Arbitration Association (AAA), on condition that it serves its demand for arbitration on the district and the AAA within two (2) weeks after the Superintendent's actual or construction decision, whichever comes first.

- d. In arbitration, all related objections shall be consolidated and heard in one proceeding. All teachers in an affected tenure area or areas shall be given notice of the proceeding and an opportunity to intervene therein.
- e. The arbitrator shall proceed in accordance with the AAA's Expedited Labor Arbitration Rules, except that an award shall be rendered no later than four (4) weeks after the close of the hearings. The award shall be final and binding upon the district, union, and any unit member, whether or not such member has actually intervened or not.
- f. In a Seniority List Proceeding, the arbitrator shall only have the power to redetermine an objecting teacher's seniority tenure area. In a Reduction/Termination Proceeding, the arbitrator shall not have the power to review the District's determination to reduce or terminate positions but shall only have the power to determine which unit member(s) services should be reduced or terminated. An arbitrator acting under this article shall have no power to issue any other remedy.

- 6. Exclusivity of Procedure. Notwithstanding anything to the contrary in this agreement, the Education Law, regulations, AAA rules, or elsewhere, the parties agree that this article prescribes the exclusive method for unit members to question the District's determination of their seniority, tenure reductions and/or terminations of their services. Any such determination shall be final and binding upon, and not subject to collateral attack by, any unit member, in any forum, as provided by Articles 75 and 76 of the New York Civil Practice Law and Rules.

C. Seniority

- 1. Seniority is defined as the length of service in the Caledonia-Mumford Central School District in a tenure area as defined by the Board of Regents, such service need not have been consecutive.
- 2. Seniority between teachers in the same tenure area who were hired at the same time shall be determined on the basis of supervisors evaluation as stated under VII. TEACHER EVALUATION.

XVI. THE AGREEMENT

A. Distribution of Agreement

Copies of changes of the agreement shall be printed at the expense of the Board and distributed to all teachers by the first day of the school year or within 15 working days after the agreement is reached in the event that a settlement is made after August 15<sup>th</sup>.

B. Meeting for Implementing Agreement

The principal of each school shall meet with the Negotiating Committee at its request to discuss school operations and questions relating to the implementation of this Agreement when the need arises.

C. Negotiating and Grievance Time

All negotiating and grievance time, except where agreed to, will be in times other than during regular teaching hours.

D. Saving Clause

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Duration of Agreement

This contract shall be effective as of July 1, 1998, except as otherwise noted herein, and shall continue in effect through June 30, 2001.

XVII. MISCELLANEOUS PROVISIONS

Under the "Freedom of Information Act" items A, B, and C do not need to be negotiated but are listed for information.

A. Copies of Board Minutes are available to the Association upon request.

B. Copies of Board Policies and Rules will be made available to all school district faculty members.

C. Financial/Budgetary Information Available

The Association shall have the right to see the financial and budgetary information of the district.

D. School Calendar

The 1998-99 school year will be 187 teacher days, plus two additional days for new hires.

Beginning with the 1999-2000 school year, the school year will be 186 teacher days plus two additional days for new hires. The two additional days for new hires will be used during the week preceding Labor Day. The school year will begin after Labor Day and ends with Regents Examination week in June.

E. Visitation Days

Teachers will be allowed to visit other school systems for the purpose of observing certain teaching techniques or innovative educational procedures at the discretion of the building principal. A written report of observation shall be made of procedures worthy of inclusion in our educational program.

F. Testing

Ten, twenty and thirty week tests shall not be scheduled in the Junior Senior High as such by the administration except in the case of a final examination. Teachers may give a ten, twenty and/or thirty week test if they so choose.

G. Released Time for Association Business

The employer shall provide release time to the Association President and/or designee. Written request for such release time shall be submitted to the Superintendent of Schools for his approval

at least five (5) working days in advance. Such leave shall not exceed five (5) days for the school year. The CMTA president shall also be allowed to schedule other time within the work day as needed as long as it doesn't interfere with his/her professional duties or the professional duties of other staff members.

### **XVIII. SALARY AND WAGES**

#### **A. Basic Salary Schedule**

1. See attached schedule for new hires.

Employees currently on Steps 1, 2, 3 or 4 of the 1997-98 salary schedule will receive either the negotiated increase or an increase to the next step on the 1998-99 salary schedule, whichever results in a higher salary. All other employees (except Nurses and Teaching Assistants) will have their base pay, including their graduate hour credit payment, increased by:

3.5%	1998-1999
3.9%	1999-2000
3.9%	2000-2001

Teaching Assistants will have their base salary increased by \$550.00 each year of the Agreement and will receive the following percentage increases:

3.5%	1998-1999
3.9%	1999-2000
3.9%	2000-2001

If by September after the expiration of the agreement and for each subsequent year that a successor agreement is not in place, salaries of all unit members will be raised by a minimum of 2% to a maximum of 3%, based upon the CPI-U cost of living index per the Bureau of Labor and Statistics. The percentage will be determined by averaging the CPI-U for the six (6) month period preceding July 1 of each contract year.

#### **B. Reimbursement for Graduate Credit:**

Tuition will be reimbursed at the actual cost, up to a maximum of \$436.00 per credit, for the 1998-1999 school year. This rate will increase by a maximum of 5% per year depending on the local college rate beginning with the 1999-2000 school year.

- a. Teachers hired prior to November 1, 1998 and who have completed their Masters will be reimbursed for additional course work according to the above formula.
- b. Teachers hired prior to November 1, 1998 and who have not completed their Masters will have the option of receiving either tuition reimbursement or remaining under the former plan of \$50.00 per credit hour. Upon completion of their Masters program, those teachers who elected to receive \$50.00 per credit will have their base salary increased by \$500.00. Those teachers who elected to receive tuition reimbursement will have their base salary increased by \$1,000.00.
- c. Teachers hired after November 1, 1998, and who are in the process of obtaining their Masters will be reimbursed according to the above formula. Upon completion of their Masters program, their base salary will be increased by \$1,000.00.

<u>Step</u>	<u>Bachelors</u>
1	27,000
2	27,695
3	28,390
4	29,385
5	30,377
6	31,386
7	32,295
8	33,356
9	34,367
10	35,121
11	36,072
12	36,946
13	37,951
14	38,938
15	39,964
16	41,000
17	41,952
18	42,920
19	44,155
20	45,035

- d. Teachers hired after November 1, 1998, and who have their Masters degree will have their base salary increased by \$1,000.00.

Reimbursement or salary credit will be made if the grade for the course is an A, B or C.

## XIX. FRINGE BENEFITS

### A. Hospitalization Insurance

1. All full time teachers in the district shall be entitled to coverage in the Blue Cross/Blue Shield and Blue Million plans presently in effect, with 85% of the premium amounts being paid by the District:
2. All full time teachers in the district are entitled to the above coverage on a full twelve-month basis beginning September 1<sup>st</sup> of each year, except those teachers terminated on or prior to June 30<sup>th</sup>.
3. In connection with Article VIII Section A., Paragraph 2, a teacher may elect to use the reimbursement money for unused sick days for the payment of Blue Cross Insurance premiums until the money accrued has been depleted. The teacher may elect at any time thereafter to withdraw from participation in the school hospital insurance group and be reimbursed for the balance between the original sum and that already expended.
4. Accommodations will be provided for retired teachers to continue in the group policy at their own expense provided that a check payable to the Caledonia-Mumford Central School District Trust and Agency Fund is received by the first of each month for that month's premium.

### B. Flexible Benefit Plan

The District will provide a flexible benefit plan at the maximum allowable contribution pursuant to IRS regulations.

### C. Dental Care Plan

The Board will pay fifty percent (50%) of the premium for Blue Cross/Blue Shield Option IV dental coverage effective July 1, 1989, with membership in the plan voluntary.

### D. Tax-Sheltered Annuities

The Board shall continue to provide the opportunity for employees to participate in approved tax sheltered programs.

### E. Income Protection

The Board agrees to deduct from the salaries of those teachers desiring such protection, the amount of such premium as said teachers, individually and voluntarily authorize the Board to deduct and to transmit the monies to the designated carrier.



F. Supplemental Health Insurance

The Board will continue to provide the opportunity for employees to participate in approved supplemental health insurance programs up to a maximum of three offerings in conjunction with Blue Cross. The cost of supplemental health insurance will be borne by the employee.

XX. SALARY ADJUSTMENT PRIOR TO RETIREMENT

A teacher who is retiring from teaching and who qualifies for retirement benefits under the New York State Teachers Retirement Program may have the salary of their retirement year increased by an amount equal to the number of their unused sick days multiplied by \$30 effective July 1, 1995.

To receive this benefit, a teacher must notify the Board of Education of his/her retirement intentions by April 1<sup>st</sup> prior to their June 30 retirement. It is most important that this deadline be met so that adequate provision may be made to include this additional amount of money in the budget. Failure to meet this stipulation will cancel the benefit. Any adjustments to be made on the teacher's salary will be affected on the June payment. Retired teachers may leave monies from unused sick days with the district to offset their portion of health insurance program costs.

XXI. RETIREMENT INCENTIVE

A teacher in the Caledonia-Mumford School District who has reached the age of 55 and who is eligible for retirement as a member of the NYS Teachers Retirement System may share in a retirement incentive program if he/she meets all of the following criteria:

- A. Has taught school in the U.S.A. for a minimum of 25 years.
- B. Has taught school in the Caledonia-Mumford Central School District for 10 years.
- C. Has notified the Board of Education of his/her retirement intentions by April 1<sup>st</sup> prior to their June retirement so adequate financial planning may be made prior to the adoption of next year's budget.
- D. Has completed the full school year of teaching even if attaining the age of 55 during the school year.

If such teacher retires in the first year of eligibility as a retirement incentive, they shall receive 50% of the yearly salary they would have received had they continued teaching the following school year. They shall receive this salary during the period of time from September 1 to December 31<sup>st</sup> of the retirement year.

If a teacher retires in the second or third year of eligibility and meets the above criteria, they will receive 25% of the yearly salary they would have received the following school year had they continued to teach.

If a teacher retires in the fourth year of eligibility and meets the above criteria, they will receive 22% of the yearly salary they would have received the following school year had they continued to teach.

## XXII. DIFFERENTIALS FOR EXTRA CURRICULAR SERVICES

### A. NON-ATHLETIC ACTIVITIES

	<u>1998-99</u>	<u>1999-00</u>	<u>2000-01</u>
Student Council Advisor	\$ 797	\$ 828	\$ 860
Yearbook Advisor	\$1,713	\$1,780	\$1,849
Senior Play Advisor	\$1,599	\$1,661	\$1,726
French Club Advisor	\$ 683	\$ 710	\$ 737
Spanish Club Advisor	\$ 683	\$ 710	\$ 737
Newspaper Advisor	\$ 683	\$ 710	\$ 737
Ski Club Advisor	\$ 455	\$ 473	\$ 492
National Honor Society Advisor	\$ 455	\$ 473	\$ 492
Science Club Advisor	\$ 683	\$ 710	\$ 737
Musical/Show Choir Advisor*	\$1,599	\$1,661	\$1,726
Odyssey of the Mind Advisor	\$ 770	\$ 800	\$ 831
Class Advisors:			
Grade 6	\$ 290	\$ 301	\$ 313
Grade 7	\$ 290	\$ 301	\$ 313
Grade 8	\$ 290	\$ 301	\$ 313
Grade 9	\$ 404	\$ 419	\$ 436
Grade 10	\$ 404	\$ 419	\$ 436
Grade 11	\$ 518	\$ 538	\$ 559
Grade 12	\$ 859	\$ 893	\$ 927

\*The salaries for the Senior High Musical Advisors will be reviewed by the District and the Association for inclusion in the Agreement by October 1, 1999.

### B. ATHLETICS

	<u>1998-99</u>		<u>1999-00</u>		<u>2000-01</u>	
	<u>15 Wks</u>	<u>12 Wks</u>	<u>15 Wks</u>	<u>12 Wks</u>	<u>15 Wks</u>	<u>12 Wks</u>
<b>Varsity</b>						
1 <sup>st</sup> Year	\$2,732	\$2,246	\$2,839	\$2,334	\$2,950	\$2,425
2 <sup>nd</sup> Year	\$3,100	\$2,494	\$3,221	\$2,592	\$3,346	\$2,693
3 <sup>rd</sup> Year	\$3,933	\$3,338	\$4,086	\$3,468	\$4,246	\$3,603
<b>JV and Assistants</b>						
1 <sup>st</sup> Year	\$1,822	\$1,465	\$1,893	\$1,522	\$1,966	\$1,581
2 <sup>nd</sup> Year	\$2,184	\$1,822	\$2,269	\$1,893	\$2,358	\$1,966
3 <sup>rd</sup> Year	\$2,908	\$2,422	\$3,022	\$2,516	\$3,140	\$2,614
9 <sup>th</sup> Grade Boy/Girl Basketball	\$1,000			\$1,350		\$1,403
<b>Cheerleading</b>						
1 <sup>st</sup> Year	\$1,335	\$1,087	\$1,387	\$1,129	\$1,441	\$1,173
2 <sup>nd</sup> Year	\$1,822	\$1,465	\$1,893	\$1,522	\$1,966	\$1,581
3 <sup>rd</sup> Year	\$2,422	\$1,946	\$2,516	\$2,022	\$2,614	\$2,101
<b>Junior High</b>						
1 <sup>st</sup> Year		\$1,087		\$1,129		\$1,173
2 <sup>nd</sup> Year		\$1,465		\$1,522		\$1,581
3 <sup>rd</sup> Year		\$1,946		\$2,022		\$2,101

4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> grade to be prorated on Junior High Schedule at 1<sup>st</sup> year.

Athletic Trainer	\$16.00/Hr.	\$17.00/Hr.	\$18.00/Hr.
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Any bargaining unit member who coaches more than one sport shall receive an additional ten percent (10%) of each of the coaches' stipend earned.

In the event of an extended season (play-offs), the athletic coach will be compensated on a pro-rated basis for each additional game.

C.	SPECIAL SERVICE	<u>1998-99</u>	<u>1999-00</u>	<u>2000-01</u>
	Middle/High School			
	English	\$ 973	\$1,011	\$1,050
	Social Studies	\$ 973	\$1,011	\$1,050
	Language	\$ 973	\$1,011	\$1,050
	Occupational Ed.	\$ 973	\$1,011	\$1,050
	Science	\$ 973	\$1,011	\$1,050
	Math	\$ 973	\$1,011	\$1,050
	Humanities	\$ 973	\$1,011	\$1,050
	Special Ed.	\$ 973	\$1,011	\$1,050
	Guidance	\$ 973	\$1,011	\$1,050
	District			
	Library	\$1,144	\$1,188	\$1,235
	Phys. Ed.	\$1,144	\$1,188	\$1,235
	Elementary			
	Kindergarten	\$ 973	\$1,011	\$1,050
	1 <sup>st</sup> Grade	\$ 973	\$1,011	\$1,050
	2 <sup>nd</sup> Grade	\$ 973	\$1,011	\$1,050
	3 <sup>rd</sup> Grade	\$ 973	\$1,011	\$1,050
	4 <sup>th</sup> Grade	\$ 973	\$1,011	\$1,050
	5 <sup>th</sup> Grade	\$ 973	\$1,011	\$1,050
	Humanities	\$ 973	\$1,011	\$1,050
	Special Ed.	\$ 973	\$1,011	\$1,050
	Remedial	\$ 973	\$1,011	\$1,050
	Adult Education	\$16.92/Hr.	\$17.58/Hr.	\$18.27/Hr.
	Home Study Tutors	\$18.63/Hr.	\$19.36/Hr.	\$20.11/Hr.
	Chaperoning	\$11.44/Hr.	\$11.88/Hr.	\$12.35/Hr.
	Score Board/ Book Operators	\$11.44/Hr.	\$11.88/Hr.	\$12.35/Hr.

### XXIII. MANAGEMENT RIGHTS

The Board of Education reserves the exclusive right to manage the business of the Caledonia-Mumford Central School District and to direct the employees in the discharge of their duties. The right to manage and direct the employees includes the right to hire, suspend or discharge for proper cause in accordance with applicable laws, the apportionment of the working force and the right to control the District's property. In the exercise of these rights, the Board shall observe and be bound by all provisions of this agreement.

### XXIV. TITLE IX - Compliance with Non-Sex Discrimination

The Caledonia-Mumford Central School District, Caledonia, New York in compliance with Sec. 86.9 of the Rules and Regulations promulgated pursuant to Title IX of the Education Amendments of 1972 (20 U.S.C. Sections 1681 et seq.) hereby gives notice that in accordance with Title IX of the Act and the Regulations, no person shall on the basis of sex, be excluded from participation, be denied the benefit of, or be subjected to discrimination under any education program or activity operated or controlled by the Caledonia-Mumford Central School District, including employment therein and admission thereto. Inquiries as to the application of Title IX may be referred to:

Superintendent  
Caledonia-Mumford Central School  
Caledonia, New York 14423

XXV. DISABILITY BENEFITS

- A. A teacher who is disabled, as defined by the district insurance carrier, shall be entitled to salary continuation under the following conditions:
1. The teacher must have exhausted all of his/her accumulated sick leave time under Article VIII.
  2. The teacher must have been absent from school for 25 consecutive school days.
  3. The teacher shall be paid 65% of his/her basic monthly earnings up to a maximum of \$5,000.00 per month commencing the day after the accumulated sick leave is exhausted or after the 25<sup>th</sup> consecutive day of absence, whichever is later.
  4. The payments shall terminate on the sooner of the date the teacher returns to work, the doctor gives written permission for the teacher to return to work, or when the teacher is first eligible to retire. A check up is required every six months for the purpose of re-validation of the illness or extent of injury with a written note of the teacher's ability to return to work supplied to the district.
  5. A disabled teacher shall be entitled to any health insurance benefits he or she was receiving from the District at the time of disability.
- B. For purposes of the Article XXV, the following definitions shall apply:
1. "Basic monthly earnings" means 1/12<sup>th</sup> of a teacher's annual salary in effect just prior to the date the disability begins, and includes credit the teacher was then receiving for graduate hours and master's degree but no other extra compensation.
  2. "Disability" or "disabled" means that because of injury (bodily injury directly resulting from an accident) or sickness, a teacher cannot perform each of the material duties of his/her regular occupation.

XXVI. COMPACT COMMITTEES

The Association agrees to provide necessary members to serve on committees formulated under the mandates of the Compact for Learning.

XXVII. NURSES

The hiring rates for new Nurses shall be:

<u>Years of Service</u>	<u>1998-2001</u>
1 - 5	\$25,610
6 - 10	\$27,120
11 - 15	\$27,690
16+	\$28,271

Nurses will have their base salaries increased by \$333.00 each year of the Agreement and will receive the following percentage increases:

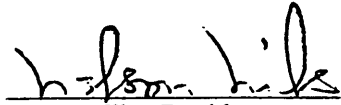
3.5%	1998-1999
3.9%	1999-2000
3.9%	2000-2001

## AGREEMENT

This AGREEMENT shall become effective July 1, 1998, except as noted herein, and shall continue in force and effect until midnight June 30, 2001, except as provided herein.

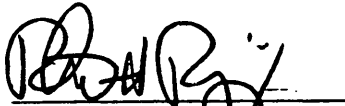
This AGREEMENT constitutes the entire agreement in effect between the Board of Education of the Caledonia-Mumford Central School and the Caledonia-Mumford Teachers Association, and supersedes any prior agreement of understanding with respect to the items covered by this agreement.

IN WITNESS WHEREOF, the parties have set their hands on this 4th day of June, 1999.



Nelson Miles, President  
Caledonia-Mumford Teachers Association

6-4-99  
Date



Richard A. Riggi, President  
Board of Education


6-4-99  
Date

**MEMORANDUM TO THE AGREEMENT  
BETWEEN THE CALEDONIA MUMFORD TEACHERS' ASSOCIATION  
AND THE CALEDONIA MUMFORD CENTRAL SCHOOL DISTRICT  
REGARDING TUITION REIMBURSEMENT**

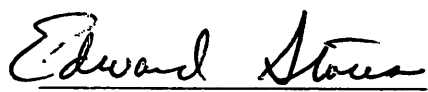
**In reference to Section XVIII, Salary and Wages, part B Reimbursement for Graduate Credit:**

Procedure for reimbursement:

- 1) Graduate work must be in a teacher's own field of study or in the general field of education.
- 2) Upon completion of the course, the teacher must provide the Chief School Administrator with a copy of his grade report and the bill paid to the institution for this course. The grade must be an A, B or C to be granted reimbursement. The grade report shall indicate the date of the course completion, the course title and indicate the number of semester hours credit the course carries.
- 3) Reimbursement will be approved by the Board of Education at the first meeting in November and the first meeting in March. All required paperwork must be received in the District office no later than November 1<sup>st</sup> or March 1<sup>st</sup> to receive the reimbursement. Upon Board approval of the payment, the teacher will then be reimbursed in their next paycheck

  
\_\_\_\_\_  
Nelson Miles  
Caledonia Mumford Teachers' Association

5-27-99  
Date

  
\_\_\_\_\_  
Edward Stores, Superintendent  
Caledonia Mumford Central School

5-27-99  
Date

Memorandum to the


**Agreement Between the Caledonia-Mumford Teachers Association  
and  
Caledonia-Mumford Central School District**

**In reference to Section XVIII. Salary and Wages, Part B Reimbursement for Graduate Credit:**


Tuition will be reimbursed at the actual cost, up to a maximum of \$436.00 per credit for the 1998-1999 school year. This rate will increase by a maximum of 5% per year depending on the local college rate beginning Tuition will be reimbursed at the actual cost up to a maximum of \$436.00 per credit, for the 1998- with the 1999-2000 school year.

**Both parties recognize that the standard of \$436.00 per credit for the 1998-1999 school year was established by using the current cost per college credit at Nazareth College in Rochester, New York during this 1998-1999 school year.**

**Furthermore, both parties agree that the % of increase per year in the future, with a maximum of 5%, will continue to be established by using increase in the cost per credit hour at Nazareth College.**

  
\_\_\_\_\_  
Nelson Miles, President  
Caledonia-Mumford Teachers Association

5-14-99  
Date

  
\_\_\_\_\_  
Ed Stores, Superintendent  
Caledonia-Mumford Central School

5-14-99  
Date